

## LETTER OF CREDIT

Date:

Clark County  
Director Community Development  
1408 Franklin  
Vancouver, Washington 98666

Re: \_\_\_\_\_ (Project name, number, and phase as needed)

As requested by our customer \_\_\_\_\_ we established our irrevocable Letter of Credit No. \_\_\_\_ in your favor in the total amount of \$\_\_\_\_\_, 100% of the estimated construction cost of the public improvements in compliance with state law, Clark County Code and the specifications in Engineer Plan No. \_\_\_\_\_. These improvements generally include

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ (See Exhibit "A" for a cost breakdown of improvements covered by this agreement).

Clark County may draw on this sum to the extent required for completion/correction of the above described improvements in accordance with County requirements. Withdrawals under this Letter of Credit shall be in the form of a written demand for payment made by Clark County, payable at \_\_\_\_\_

(Bank Name and Address)

Indicating the number of this Letter of Credit and stating the reasons why the project is in default.

We shall honor your demand without inquiring whether you have a right between yourself and our customer to make demand.

This Letter of Credit guarantees the payment of monies and will remain in effect until all required improvements are constructed and Clark County has granted a written release of this obligation.

The County may allow reduction of the amount of this Letter of Credit as portions of the public improvements that are constructed in accordance with County requirements. Written approval of the County must be received prior to any such reduction.

A sum equal to 10% of the estimated cost of the public improvement, or a maintenance bond of an equal sum, must be accepted by the Clark County before this Letter of Credit is terminated.

Bank Name

By:

Signature

Title:

Approved as to form, written signature on file:

---

Deputy Prosecuting Attorney  
for Clark County, Washington